




ROSS MILLER
Secretary of State
204 North Carson Street, Ste 1
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(775) 684 5708
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Articles of Conversion
(PURSUANT TO NRS 92A.205)
Page 1

Filed in the office of  Ross Miller Secretary of State State of Nevada	Document Number 20080540832-82 Filing Date and Time 08/13/2008 1:10 PM Entity Number C7123-1988
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USE BLACK INK ONLY - DO NOT HIGHLIGHT

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Articles of Conversion
(Pursuant to NRS 92A.205)

1. Name and jurisdiction of organization of constituent entity and resulting entity:

Landmark Television, Inc.

Name of constituent entity

Nevada

Jurisdiction

corporation

Entity type *

and,

Landmark Television, LLC

Name of resulting entity

Nevada

Jurisdiction

limited-liability company

Entity type *

2. A plan of conversion has been adopted by the constituent entity in compliance with the law of the jurisdiction governing the constituent entity.

3. Location of plan of conversion: (check one)

- ☒ The entire plan of conversion is attached to these articles.
- ☐ The complete executed plan of conversion is on file at the registered office or principal place of business of the resulting entity.
- ☐ The complete executed plan of conversion for the resulting domestic limited partnership is on file at the records office required by NRS 88.330.

* corporation, limited partnership, limited-liability limited partnership, limited-liability company or business trust.

This form must be accompanied by appropriate fees.

Nevada Secretary of State 92A Conversion Page 1
Revised: 7-1-08



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Articles of Conversion

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Page 2

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4. Forwarding address where copies of process may be sent by the Secretary of State of Nevada (if a foreign entity is the resulting entity in the conversion):

Attn: _____

c/o: _____

5. Effective date of conversion (optional) (not to exceed 90 days after the articles are filed pursuant to NRS 92A.240) * : _____

6. Signatures - must be signed by:

1. If constituent entity is a Nevada entity: an officer of each Nevada corporation; all general partners of each Nevada limited partnership or limited liability limited partnership; a manager of each Nevada limited liability company with managers or one member if there are no managers; a trustee of each Nevada business trust; a managing partner of a Nevada limited liability partnership (a.k.a. general partnership governed by NRS chapter 87).

2. If constituent entity is a foreign entity: must be signed by the constituent entity in the manner provided by the law governing it.

Landmark Television, Inc.

Name of constituent entity

X _____
Signature

Vice President
Title

August, 2008
Date

* Pursuant to NRS 92A.205(4) if the conversion takes effect on a later date specified in the articles of conversion pursuant to NRS 92A.240, the constituent document filed with the Secretary of State pursuant to paragraph (b) subsection 1 must state the name and the jurisdiction of the constituent entity and that the existence of the resulting entity does not begin until the later date. This statement must be included within the resulting entity's articles.

FILING FEE: \$350.00

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

Nevada Secretary of State 92A Conversion Page 2
Revised: 7-1-08

STATE OF NEVADA



ROSS MILLER
Secretary of State

SCOTT W. ANDERSON
Deputy Secretary
for Commercial Recordings

OFFICE OF THE
SECRETARY OF STATE

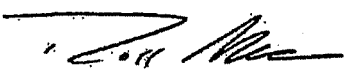
Filing Acknowledgement

August 13, 2008

Job Number	Limited Liability Company Number	
C20080813-1822	C7123-1988	
Filing Description	Document Filing Number	Date/Time of Filing
Articles of Organization	20080540833-93	August 13, 2008 01:10:03 PM
Limited Liability Company Name	Registered Agent	
LANDMARK TELEVISION, LLC	THE CORPORATION TRUST COMPANY OF NEVADA	

The attached document(s) were filed with the Nevada Secretary of State, Commercial Recordings Division. The filing date and time have been affixed to each document, indicating the date and time of filing. A filing number is also affixed and can be used to reference this document in the future.

Respectfully,


ROSS MILLER
Secretary of State

Commercial Recording Division
202 N. Carson Street
Carson City, Nevada 89701-4069
Telephone (775) 684-5708
Fax (775) 684-7138



ROSS MILLER
Secretary of State
206 North Carson Street
Carson City, Nevada 89701-4290
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Website: www.nvsos.gov

**Articles of Organization
Limited-Liability Company**
(PURSUANT TO NRS CHAPTER 88)

Filed in the office of

Ross Miller
Ross Miller
Secretary of State
State of Nevada

Document Number

20080540833-93

Filing Date and Time

08/13/2008 1:10 PM

Entity Number

C7123-1988

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1. Name of Limited-Liability Company:
(must contain approved limited-liability company wording; see instructions)

Landmark Television, LLC

Check box if a
Series Limited-
Liability Company
☐

2. Registered Agent for Service of Process: (check only one box)

☒ Commercial Registered Agent: **The Corporation Trust Company of Nevada**

☐ Noncommercial Registered Agent
(name and address below)

OR

☐ Office or Position with Entity
(name and address below)

Name of Noncommercial Registered Agent OR Name of Title of Office or Other Position with Entity

6100 Neil Road, Suite 500

Reno

Nevada

89511

Street Address

City

Zip Code

Mailing Address (if different from street address)

City

Zip Code

3. Dissolution Date: (optional)

Latest date upon which the company is to dissolve (if existence is not perpetual):

4. Management: (required)

Company shall be managed by:

☒ Manager(s)

OR

☐ Member(s)

(check only one box)

5. Name and Address of each Manager or Managing Member: (attach additional page if more than 3)

1) **Guy R. Friddell, III**

Name

150 West Bramblton Avenue

Norfolk

VA

23510

Street Address

City

State

Zip Code

2) **S. Decker Anstrom**

Name

150 West Bramblton Avenue

Norfolk

VA

23510

Street Address

City

State

Zip Code

3) **Emily T. Neilson**

Name

3228 Channel 8 Drive

Las Vegas

NV

89109

Street Address

City

State

Zip Code

6. Name, Address and Signature of Organizer: (attach additional page if more than 1 organizer)

Henry J. Huelsberg, III, Esq.

Name

Willcox & Savage, 1 Commercial Pl., #1800

Norfolk

VA

23510

Address

City

State

Zip Code

Henry J. Huelsberg, III
Organizer Signature

7. Certificate of Acceptance of Appointment of Registered Agent:

I hereby accept appointment as Registered Agent for the above named Entity.

☒

Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity

August 13, 2008

Date

This form must be accompanied by appropriate fees.

Nevada Secretary of State NRS 88 LLC Articles
Revised on 7-1-05

**Vice President
and Assistant Secretary**

SECRETARY OF STATE



LIMITED LIABILITY COMPANY CHARTER (CONVERSION)

I, ROSS MILLER, the Nevada Secretary of State, do hereby certify that **LANDMARK TELEVISION, LLC** did on August 13, 2008, file in this office the Convert In and Articles of Organization for a Limited Liability Company, that said Articles are now on file and of record in the office of the Nevada Secretary of State, and further, that said Articles contain the provisions required by the laws governing Limited Liability Companies in the State of Nevada.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on August 13, 2008.

A handwritten signature in black ink, appearing to read "Ross Miller".

ROSS MILLER
Secretary of State

By

A handwritten signature in black ink, appearing to be a stylized name.

Certification Clerk



OPERATING AGREEMENT
OF
LANDMARK TELEVISION, LLC

THIS OPERATING AGREEMENT (the "Agreement"), made as of August 13, 2008, is by and between LANDMARK TELEVISION, LLC, a Nevada limited liability company (the "Company"), and LANDMARK MEDIA ENTERPRISES, LLC, a Virginia limited liability company ("Member"), who agree to operate a limited liability company under the Nevada Limited Liability Company Act, as amended (the "Act"), upon the following terms and conditions:

1. FORMATION AND TERM.

A. Formation.

Landmark Television, LLC was formed in the State of Nevada on August 13, 2008. The Company was organized in connection with the conversion of Landmark Television, Inc., a Nevada corporation, into a limited liability company in accordance with Section 92A.105 of the Nevada Revised Statutes, as amended, pursuant to which Articles of Conversion and Articles of Organization were filed with the Nevada Secretary of State on August 13, 2008 (the "Conversion").

B. Term.

The term of the Company began on August 13, 2008, upon acceptance of the Articles of Conversion and Articles of Organization by the Secretary of State of Nevada, and its duration shall be perpetual, unless terminated in accordance with this Agreement.

2. NAME, OFFICE OF THE COMPANY AND REGISTERED AGENT.

A. Name.

The name of the Company is Landmark Television, LLC. The business of the Company also may be conducted under such trade or fictitious names as the Board of Directors of the Company may determine.

B. Office of the Company.

The principal office of the Company, at which shall be kept the records required to be maintained by the Company under the Act, shall be 3228 Channel 8 Drive, Las Vegas, Nevada 89114.

C. Registered Agent.

The Company's agent for service of process shall be The Corporation Trust Company of Nevada, 6100 Neil Road, Suite 500, Reno, Nevada 89511, or such other person as the Board of Directors may designate.

3. BUSINESS OF THE COMPANY.

The business of the Company shall be to carry on any and all lawful business activities for which limited liability companies may be organized in Nevada and in which they are permitted to engage under the Act.

4. MEMBERS, INTERESTS AND CAPITAL.

A. Members, Interests and Initial Capital Contributions.

The Member is Landmark Media Enterprises, LLC, a Virginia limited liability company. The Member owns a one hundred percent (100%) membership interest in the Company (the "Interest"). The Interest was assigned to the Member by Landmark Communications, Inc., the sole member of the Member, immediately subsequent to the Conversion and immediately prior to the execution and delivery of this Agreement.

B. Additional Capital.

The Member shall not be required to make any additional capital contributions to the Company and shall contribute only such capital as and when the Member deems appropriate.

C. Liability of Members, Directors and Officers.

No Member, Director, Officer or authorized agent of the Company shall have any personal obligation for any liabilities of the Company by reason of being a Member, Director, Officer or authorized agent of the Company.

5. ALLOCATIONS AND DISTRIBUTIONS.

A. Allocations.

Effective immediately upon the formation of Landmark Television, LLC pursuant to the Conversion, the Company elected to be treated as an association taxable as a corporation for federal tax purposes pursuant to Section 301.7701-2(b)(2) of the Regulations promulgated by the United States Department of the Treasury.

B. Distributions.

The Company may make distributions at such time or times as the Board of Directors in its sole discretion may determine.

6. MANAGEMENT.

A. Directors.

(1) The Company's business shall be managed by a Board of Directors. A Director may resign at any time and may be removed, with or without cause, and a successor selected, only by the act of the Member. The following persons are appointed as the initial Directors of the Company:

Guy. R. Friddell, III
S. Decker Anstrom
Emily T. Neilson

(2) The Board of Directors shall be responsible for the management of the property, affairs and business of the Company. Without limiting the foregoing, the Board of Directors shall have the power and authority to act for and on behalf of the Company in respect of all matters on which a board of directors of a Nevada corporation, without limitations imposed by its articles of incorporation or bylaws, may act.

(3) The Board of Directors may delegate such general or specific authority to the Officers of the Company as a board of directors of a Nevada corporation may delegate to the officers of such corporation.

B. Officers.

(1) Subject to such other authority as may be specifically designated to them by the Board of Directors, the Officers of the Company shall have such powers as are usually exercised by comparably designated officers of a Nevada corporation and shall have the power to bind the Company through the exercise of those powers.

(2) The following persons are appointed as the initial Officers of the Company, with the Officer designation set forth opposite the name of each:

<u>Name</u>	<u>Title</u>
Emily T. Neilson	President
Guy R. Friddell, III	Vice President
Teresa F. Blevins	Treasurer
Susan S. Goetz	Assistant Secretary
Colleen R. Pittman	Assistant Secretary

(3) The Board of Directors (or the Member) may appoint such additional Officers of the Company as they (or it) determine in their (or its) sole discretion.

7. LIMIT ON LIABILITY AND INDEMNIFICATION.

A. Definitions.

For purpose of this Section 7 the following definitions shall apply:

“Expenses” include counsel fees, expert witness fees, and costs of investigation, litigation and appeal, as well as any amounts expended in asserting a claim for indemnification.

“Liability” means the obligation to pay a judgment, settlement, penalty, fine, or other such obligation, including without limitation, any excise tax assessed with respect to an employee benefit plan.

“Legal Entity” means a limited liability company, corporation, partnership, joint venture, trust, employee benefit plan or other enterprise. A person shall be considered to be serving an employee benefit plan at the Company’s request if his duties to the Company also impose duties on, or otherwise involve services by, him to the plan or to participants in or beneficiaries of the plan.

“Proceeding” means any threatened, pending, or completed action, suit, proceeding or appeal whether civil, criminal, administrative or investigative and whether formal or informal.

B. Exculpation of Directors and Officers.

No Director or Officer shall be liable, responsible or accountable in damages or otherwise to the Company or to any Member, or to any successor, assignee or transferee of the Company or of any Member, for any losses, claims, damages or liabilities arising from (i) any act performed, or the omission to perform any act, within the scope of the authority conferred on the Director or Officer under this Agreement or the Act, except by reason of acts or omissions of the Director or Officer found by a court of competent jurisdiction upon entry of a final judgment to be due to willful misconduct or a knowing violation of the criminal law; (ii) the performance by the Director or Officer of, or the omission to perform, any acts on advice of legal counsel, accountants or other professional consultants to the Company; or (iii) the negligence, dishonesty or bad faith of any consultant, employee or agent of the Company selected or engaged by the Director or Officer in good faith.

C. Indemnification of Directors and Officers.

To the fullest extent permitted by law, including, without limitation, Sections 86.411 and 86.421 of the Act, the Company shall indemnify, defend and hold harmless (and may contract in advance to do so) any individual who is, was or is threatened to be made a party to a proceeding because (i) he is or was a Director or Officer of the Company (or in respect of acts or omissions to acts occurring in his capacity as such, including, without limitation, any acts or omissions to act occurring in his capacity as such relating to distributions by the Company to the Member, whether before or in dissolution), or (ii) while a Director or Officer of the Company, he is or was serving the Company or any other Legal Entity in any capacity at the

request of the Company (or in respect of acts or omissions to act occurring in his capacity as such), against all liabilities and reasonable expenses incurred in the proceeding (regardless of whether the proceeding is by or in the right of the Company), except for any such liabilities and expenses in relation to matters as to which he shall have been found by a court of competent jurisdiction upon entry of a final judgment to be the result of his willful misconduct or knowing violation of the criminal law. Unless a determination has been made that indemnification is not permissible, the Company shall make advances and reimbursements for expenses incurred by a Director or Officer in a proceeding upon receipt of (x) a written statement, executed personally, of his good faith belief that he has met the standard of conduct that is a prerequisite to his entitlement to indemnification hereunder, and (y) a written undertaking from him to repay the advances and reimbursements if it is ultimately determined that he is not entitled to indemnification. Such undertaking shall be an unlimited, unsecured general obligation of the Director or Officer and shall be accepted without reference to his ability to make repayment. The termination of a proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not of itself create a presumption that a Director or Officer acted in such a manner as to make him ineligible for indemnification.

D. Indemnification of Others.

(1) The Company shall indemnify, and make advancements and reimbursements for expenses to, any individual not otherwise specified in Section 7.C above who is, was or is threatened to be made a party to a proceeding because he is or was a director or officer of a subsidiary of the Company (or in respect of acts or omissions to act occurring in his capacity as such) to the same extent as if such person were specified as one to whom such indemnification, advancement and reimbursement is required under Section 7.C.

(2) The Company may, to a lesser extent or to the same extent that the Company is required to provide indemnification and make advances and reimbursements for expenses to its Directors and Officers, provide indemnification and make advances and reimbursements for expenses to its employees and agents, the employees and agents of its subsidiaries, and any person serving any other Legal Entity in any capacity at the request of the Company, and, if authorized by general or specific action of the Board of Directors, may contract in advance to do so. The determination that indemnification under this Section 7.D(2) is permissible, the authorization of such indemnification, and the evaluation as to the reasonableness of expenses in a specific case shall be made as authorized from time to time by general or specific action of the Board of Directors, which action may be taken before or after a claim for indemnification is made, or as otherwise provided by law.

(3) No person's rights under Section 7.C above shall be limited by the provisions of this Section 7.D.

E. Right to Indemnification.

The Company's obligation to indemnify and to advance expenses under this Section 7 shall arise, and all rights granted to Directors and Officers hereunder shall vest, at the time of the occurrence of the transaction or event to which such action, suit or proceeding relates, or at the time that the action or conduct to which such action, suit or proceeding relates

was first taken or engaged in (or omitted to be taken or engaged in), regardless of when such action, suit or proceeding is first threatened, commenced or completed, and regardless of whether such action or conduct occurred prior to the date of the adoption of this Section 7 by the Member. Notwithstanding Section 10 of this Agreement, no action taken by the Company, either by amendment of this Agreement or otherwise, shall diminish or adversely affect any rights to indemnification or advancement of expenses granted under this Section 7 which shall have become vested as aforesaid prior to the date that such amendment or other action is taken.

F. Miscellaneous.

Any Director, Officer, employee, agent or other person or entity which is entitled to indemnification by the Company under this Section 7 shall have the right to employ counsel in connection with the defense to any proceeding covered by such indemnification. In such case, such indemnitee shall not consent to entry of any judgment or enter into any settlement to any proceeding covered by the indemnification under this Section 7 without the prior written consent of the Company (which consent shall not be unreasonably withheld); provided, however, that the Company shall not be entitled to withhold its consent to the proposed entry of a judgment or settlement as aforesaid unless it shall have theretofore made its determination under Section 7.C or Section 7.D of this Section 7, as the case may be, that indemnification for such purpose shall be made by the Company. Every reference in this Section 7 to persons who are or may be entitled to indemnification shall include all persons who formerly occupied any of the positions referred to and their respective heirs, executors and administrators. Special legal counsel selected to make determinations under this Section 7 may be counsel for the Company. Indemnification (including reimbursement or advancement of expenses) pursuant to this Section 7 shall not be exclusive of any other right of indemnification to which any person may be entitled, including indemnification pursuant to a valid contract, indemnification by Legal Entities other than the Company and indemnification under policies of insurance purchased and maintained by the Company or others. The Company is authorized to purchase and maintain insurance against any liability it may have under this Section 7 or to protect any of the persons named above against any liability arising from their service to the Company or any other Legal Entity at the request of the Company regardless of the Company's power to indemnify against such liability. The provisions of this Section 7 shall not be deemed to prohibit the Company from entering into contracts otherwise permitted by law with any individuals or Legal Entities, including those named above, for the purpose of conducting the business of the Company. If any provision of this Section 7 or its application to any person or circumstance is held invalid by a court of competent jurisdiction, the invalidity shall not affect other provisions or applications of this Section 7, and to this end the provisions of this Section 7 are severable.

8. ASSIGNMENT OF INTERESTS; SUBSTITUTION OF MEMBER.

A. Transfer of Interests; Substitution of Member.

The Member may transfer, assign or otherwise dispose of all or any portion of its Interest. If the Member transfers its entire Interest, then the transferee shall be admitted as a substituted member upon completion and the transferee's acceptance of the transfer without further action and shall thereafter be the Member for purposes of this Agreement. If the Member transfers less than its entire Interest, then the transferee shall be admitted as a

substituted member with respect to the transferred Interest upon the written consent of the Member.

B. Amendment of Agreement on Transfer.

Upon the admission of a second member, this Agreement shall be restated in its entirety to address the relative rights and obligations of the members and the change of status for income tax purposes.

9. DISSOLUTION OF THE COMPANY.

The Company shall be dissolved upon the written declaration of the Member or the entry of a judicial decree of dissolution. Upon an event causing dissolution of the Company, the Directors or, if none, the Member shall wind up the Company's affairs. After paying or providing for the payment of all Company debts, the proceeds of sale shall be distributed to the Member. If the Directors or, if none, the Member determines that an immediate sale would be financially inadvisable, they may defer sale of the Company assets for a reasonable time or distribute the assets in kind. The Company shall continue and not dissolve as a result of dissolution or bankruptcy of the Member or any other event that terminates the membership of the Member in the Company so long as a successor is admitted as a Member.

10. AMENDMENT.

Amendment of this Agreement shall require the written consent of the Member.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

LANDMARK TELEVISION, LLC,
a Nevada limited liability company

By: _____

Guy R. Friddell, III
Vice President

MEMBER:

LANDMARK MEDIA ENTERPRISES, LLC,
a Virginia limited liability company

By: _____

Guy R. Friddell, III
Executive Vice President